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THE HIRE PURCHASE ACT 1959 VICTORIA

by

R. C. McINTYRE, B.A., LL.B.
Barrister-at-Law

The Hire-Purchase Act 1959, No. 6531, proclaimed in the Victorian Government Gazette on 19 June 1959 (Gazette No. 54, p. 1763), and which came into operation on 1 July 1959, has effected substantial changes in the law relating to hire purchase. The principal objective of this legislation is to ensure a greater measure of protection to the general public who participate in the widely accepted practice of acquiring goods and chattels under the hire purchase system which now plays a large part in commerce and industry. The tremendous growth of hire purchase transactions since the *Hire Purchase Agreements Act* 1936 was enacted has revealed certain weaknesses and injustices which this Act attempts to rectify.

Primarily, the Act regulates the requirements as to the form and contents of all hire purchase agreements. Before such agreements are entered into, the owner or dealer must give to the prospective hirer a summary of the proposed hire purchase transaction, setting out the cash price, the terms or interest charges, insurance, maintenance, freight and other charges, the total amount payable including deposit, and the amount representing the difference between the cash price and the total amount payable. (See first Schedule to Act.)

Form and contents of agreements

Every hire purchase agreement (see definition s. 2 (1)) must be in writing (s. 3 (2) (a)) otherwise it is not enforceable by the owner (s. 3 (5)). The agreement must be signed by the hirer or his agent and all other parties to the agreement, and contain the date on which the hiring is deemed to commence, the number of instalments and amount, and the time for payment of each instalment, and the place at which payments are to be made. There must be a sufficient description of the goods to identify them. Where the deposit or part of the total price of the goods is provided in value other than cash, such value or consideration must be adequately described. The agreement should set out the cash price (i.e., the price for which the subject matter of the hiring could have been purchased for cash at the date of signing the agreement), the deposit and, where applicable, the value of the other consideration paid, e.g., trade-in valuation, the difference between the cash price and the deposit, insurance, maintenance, freight

and, where applicable, vehicle registration fees, and the total amount of these charges, also terms or interest charges and the total amount payable under the agreement. Failure of the owner to comply with the section does not avoid the agreement if in writing, but the liability of the hirer may be reduced by the amount of terms or interest charges set out as payable under the agreement (s. 3 (4)). Within 21 days after the date of execution of the agreement the owner should serve on the hirer a copy of the agreement, a notice in the form or to the effect of the Second Schedule to the Act, and a copy of any policy of insurance in which the terms, conditions or exclusion clauses affect or concern the rights of the hirer. The legislature has remedied the uncertain situation formerly existing under the 1936 Act by expressly enacting that a failure to serve the hirer with a copy of the Summary of Rights does not invalidate or avoid the agreement (s. 4) (see *Anderson Ltd.* v. *Daniel*, [1924] 1 K.B. 138).

Warranties and conditions to be implied in agreement

Every hire purchase agreement has imported into it by the provisions of s. 5 (1) of the Act an implied warranty that the hirer shall have and enjoy quiet possession of the goods; that the owner will have a right to sell the goods at the time when the property is to pass, and that at such time the goods will be free from any charge or encumbrance in favour of any third party otherwise than those created by or with the consent of the hirer. The effect of this latter aspect as to an owner's title alters materially the common law position as enunciated by the courts on the doctrine of feeding the estoppel. Section 5 (1) (c) of the Act now enables an owner to sell goods to a hirer under a hire purchase agreement notwithstanding that at the commencement of the hiring the owner had no title in the goods, provided that at the date upon full discharge by the hirer of all payments due under the hire purchase agreement (whether it be the date contemplated in the agreement, or some earlier date at the instance of the hirer, upon giving notice in writing to the owner of his intention to do so (s. 11)) the owner is or will be in a position to obtain or possess an unencumbered title of the goods to assign to the hirer. This statutory provision conveniently eliminates the problems raised by the doctrine which became the subject of litigation in *Karflex Limited* v. *Poole*,[1] and is analogous to s. 17 (a) of the *Sale of Goods Act* 1958 with respect to an agreement to sell goods that the seller will have a right to sell the goods when the property is to pass.

[1] [1933] 2 K.B. 251; [1933] All E.R. Rep. 46—see also Article "Title Feeds the Estoppel" by F. G. Dyett, LL.B., Vol. 12, Part V, p. 71, May 1959, written before the Hire Purchase Act 1959 was enacted.

A further implied warranty in every agreement is that goods shall be of merchantable quality. It has no application to latent defects of which neither the owner nor dealer could reasonably have been aware at the time the agreement was executed, nor where the hirer has examined the goods or a sample and where the doctrine of *caveat emptor* could be invoked against the hirer. Further, it has no application if the goods are second-hand and the agreement discloses that the goods are second-hand and all conditions and warranties as to quality are expressly negatived. The owner, however, in this situation, has the onus of proving that the hirer has acknowledged *in writing* that such statement in the agreement was directed to his notice or attention. Presumably, the failure of an acknowledgment in writing by the hirer would enable him to escape from liability under the contract if the goods, although second-hand, were not merchantable quality, and he is able to establish this to the satisfaction of the court. Section 19 (a) of the *Goods Act* 1958 has its counterpart in s. 5 (3) of the Act in relation to goods where the hirer expressly or by implication makes known to the owner or dealer or their agent the particular purpose for which the goods are required. In such situations there is implied a condition that the goods will be reasonably fit for that purpose, unless the goods are second-hand, in which case the same restrictions as in the preceding subsection will apply. Section 5 (4) enables an owner to be indemnified by the dealer where the owner has suffered damage arising out of transactions to which the provisions of s. 5 (3) has application.

Section 6 confers upon hirers a right to rescind the agreement or an action in damages against an owner and an action in damages against a dealer or his agent with respect to representations, warranties or statements whether orally or in writing made in connexion with or in the course of negotiations culminating in an executed contract of hire purchase. Any term covenant or condition in any hire purchase or other collateral agreement purporting to exclude, restrict or modify the hirer's rights of action or any defence based on such representation, warranty or statement is void and inoperative. See also s. 28 (i). An owner is entitled to be indemnified by his agent if not authorized to make such representations or by the person who made the representation, warranty or statement against any damage suffered through the operation of this section. False representations by dealers in any material particular made with the intention of effecting a contractual relationship between an owner and a hirer constitutes an offence punishable by a penalty of Two Hundred Pounds or to imprisonment not exceeding three months (see s. 32).

Statutory rights of hirers

During the currency of any hire purchase agreement, a hirer may make a request in writing to the owner for a copy of the agreement and a statement signed by the owner or his agent containing particulars of the amounts paid by or on behalf of the hirer, the amounts of arrears (if any) and future payments due under the agreement. An owner is not obliged to comply with such request if he has complied to a similar request within three months of receipt of the latest request. Failure to comply with such a proper request constitutes an offence (maximum penalty £50) and the owner is not entitled, until he has complied with such request, to enforce the agreement against the hirer (or any guarantor under a collateral contract of guarantee), or repossess the goods under the hiring, nor enforce any security given by the hirer or guarantor (s. 7).

A hirer who has two or more hire purchase agreements with the one owner has an unfettered right to allocate payments to any particular agreement or agreements in whatever proportions he thinks fit. In the absence of such apportionment by the hirer, any sums so paid shall be allocated in or towards the discharge of instalments due under the several agreements in strict priority in the order in which the agreements were entered into (s. 8).

Although hire purchase agreements were formerly capable of assignment, the *Hire Purchase Act* 1959 expressly empowers a hirer to assign his interest under a hire purchase agreement, and such consent of the owner to such assignment shall not be unreasonably withheld, nor shall consideration be required by the owner for his consent to such assignment. An owner may require any arrears of instalments to be paid before assignment and ensure that the hirer and assignee execute and deliver to the owner an assignment agreement wherein the assignee undertakes to accept personal liability to pay the remaining instalments due under the agreement and to observe all covenants under the hire purchase agreement during the residue of the term, and to pay any costs in stamping or registering the assignment agreement. The hirer would continue to remain personally liable with a right to indemnity as against the assignee in respect of such liabilities. A personal representative stands in the shoes, as it were, of a deceased person, and if the hirer is a Company, a liquidator may exercise the same rights under the agreement as the Company (s. 9).

Premature completion of agreements

During the currency of a hire purchase agreement, or where the owner has repossessed goods from the hirer, and the hirer has given to the owner or his agent a notice in writing signed by himself or his agent requiring the goods

to be re-delivered to him, and pays or tenders to the owner within 21 days of service upon him by the owner or his agent of the notice in the form of the Fourth Schedule, the reasonable costs incurred in taking possession and any amount properly incurred on repair, maintenance or storage charges thereto, the hirer may give notice in writing to the owner of his intention on or before a specified date set out in the notice to complete the purchase of the goods by paying or tendering to the owner the net balance due under the agreement. The net balance is the amount of outstanding instalments less the statutory rebates for terms or interest charges, insurance and maintenance where applicable (s. 11).

Voluntary return of goods by hirer to owner

A hirer may, at his option, terminate a hire purchase agreement by returning the goods to the owner during ordinary business hours at the owner's place of business or to a place specified in the agreement. The agreement is terminated upon actual return of the goods to such place. Where, however, the nature of the goods is, or the facilities at the place fixed for delivery are such that it would be impracticable to return the goods to such place, the hirer may return the goods at an agreed place, or, if no agreement is reached, at a place which is reasonable in all the circumstances. The hirer may, upon giving notice of the application to the owner, apply to the court for an order directing a place to which the goods may be returned. The court would, in making the order, specify the date on which the hiring would terminate, subject to such goods being duly returned. Such date as fixed must not be earlier than the date on which the hirer required the owner to specify a place for return of the goods. The owner, upon such termination of the agreement by the hirer, is entitled to recover the amount required to be paid in such circumstances under the agreement, or the amount (if any) which the owner would have been entitled to recover had the goods been repossessed on the date at which the goods had been voluntarily returned, whichever sum is the less. It will be observed that the provisions of s. 15 (4) are not available to a hirer in this situation. See s. 2 (2).

Section 12 (6) provides:

"Where a hire purchase agreement is determined pursuant to this Section the owner shall be entitled to recover from the hirer:—

(a) the amount (if any) required to be paid in such circumstances under the agreement, or

(b) the amount (if any) which the owner would have been entitled to recover if he had taken possession of the goods at the date of termination of the hiring —

whichever is the less."

Although most hire purchase agreements contain a minimum hiring clause, the effect of the provisions of s. 12 (6) now enables an owner to be reimbursed upon a voluntary return of the goods in the same way as in the case of a repossession of the goods. As to whether a minimum hiring clause amounts to a penalty — see *Universal Guarantee Pty. Ltd.* v. *Carlile*, [1957] V.L.R. 68.

To be concluded

CASE NOTE

Charity

Industrial Orthopaedic Society—objects to provide medical benefits to its members—whether main objects charitable —Rating and Valuation (Miscellaneous Provisions) Act 1955, s. 8 (1).—The Industrial Orthopaedic Society occupied land including a hospital to treat various medical cases. The objects of the Society were expressed to be to provide by members' voluntary contribution for the relief of members in sickness or infirmity. Patients at the hospital were all members of the Society, except a few persons accepted as emergency cases. The Society was not established or conducted for profit. Application was made for relief from rates on the ground that it was an organization within s. 8 (1) of the *Rating and Valuation (Miscellaneous Provisions) Act* 1955, viz., an organization where main objects are charitable. It was held that the Society was not an organization within s. 8 (1) of the Act because its main object was to do good to itself, that is, to the members of the Society itself, and such a purpose was not charitable for it lacked the essential element of public benefit (dictum of LORD SIMONDS in *Oppenheim* v. *Tobacco Securities Trust Co. Ltd.*, [1951] 1 All E.R. 31, at p. 34 applied) (*Waterson* v. *Hendon Borough Council*, [1959] 2 All E.R. 760).

SOME NOTES ON THE MENTAL HEALTH ACT 1958 (N.S.W.)

by

F. E. BARRACLOUGH, M.A., LL.B
Solicitor of the Supreme Court of New South Wales

The New South Wales *Lunacy Act* 1898 is now replaced by the *Mental Health Act* 1958. Consistency might have suggested the title "Mental Ill Health Act" since the Act deals throughout with the results and alleviation of this age-old malady. The adoption of a positive rather than a negative phrase is significant of the new legislation.

Change of terminology

The Act was clearly prompted—and may have been drafted—in the Health Department. However, those sections of the Lunacy Act dealing with legal aspects and the control of the business affairs of those afflicted by mental troubles have been re-enacted without change, except as to nomenclature. The complete change of terminology is prompted, no doubt, by awareness of the unwillingness of those mentally afflicted, and their relatives, to be quite open about it and call a spade a spade. New names for old diseases do not help in the cure. They may even encourage people to deny the presence of the thing with the ugly name. A dislike to names can have a humorous side, as when a housewife refuses to have anything to do with a slop basin, until it is called a residue vase. But such a dislike can have a tragic side when it prevents people from seeking help, because they shrink from using the ugly name.

"Lunacy" and "insanity"

Accurate substitutes for "lunacy" and "insanity" apparently cannot be found; and the terms used in the Act lead to a loss of clarity. That this loss exists is admitted in the Act itself. In s. 23 (3), when dealing with the defence of insanity in a criminal trial, the Act still speaks of "mentally ill", but immediately proceeds, "In this subsection 'mentally ill' means, in relation to the person charged as aforesaid, so insane as not to be responsible, according to law, for the act or omission the subject of the charge". One may reasonably ask, "Why not then use the term insane?"

Loss of exactitude seems thus impossible to avoid. In the Act a lunatic becomes a mentally ill person, though there are many mentally ill people who are not lunatics. Insane person becomes a protected person though there are many protected people who are not insane.

Jurisdiction

The age-old lunacy jurisdiction, now administered by the Supreme Court, was introduced into New South Wales at the foundation. Subsequently it was, by the Charter of Justice, conferred on the Supreme Court. It is an inherent jurisdiction vested in the Crown, and arose earlier than any legislation. It is stated in the Charter to be exercisable for the benefit of "natural fools and such as are or shall be deprived of their understanding or reason, etc." LORD HEWART, C.J., said "the law does not purport or presume to define insanity . . ." Nevertheless the court requires very definite proof that insanity exists before making any order based on that fact and before substituting another will for that of the person suffering from insanity.

Protected person

The Mental Health Act, however, does not permit of the use of the word "insane". Dealing with remedies only, it applies the term "protected person" to anyone found by the court to come within the category so explicitly described in the Charter of Justice. There are, of course, persons in quite other categories who are protected by the court, as in the equity and probate jurisdictions.

Doubtless the justification for thus dressing up old facts with new terms, is that by banishing words that have acquired in the course of years much unhappy association in the mind of the public, the mental hospital will have a less forbidding aspect, and the treatment therein may become more acceptable. Whether it was equally appropriate to make the changes in that part of the Act which deals with the functions of the court and its officers may be the subject of comment by their Honours the judges as cases come before them using the altered terminology.

Powers of Director

There is no longer an Inspector-General of the Insane, but there is a Director of State Psychiatric Services, and there may be a Deputy Director with identical powers. Members of the legal profession may look somewhat sharply at the powers conferred on the Director by s. 7 of the Act. He may summon witnesses, call for documents, take evidence on oath, etc. As powers of this nature are usually entrusted to judicial officers, it is the more surprising that the Act does not indicate any professional qualifications whatever as being essential for the office, which is in many respects unique. A lawyer, consulted by a client who objects to some exercise of this inquisitorial power, may find it necessary to look widely for some authority or guiding principle to control the exercise of the powers.

Distinction between mental infirmity and incapable

The evident desire revealed in the Act to avoid using words with painful associations has led to a kind of literary camouflage which tends to obliterate the distinction between two classes which were clearly contrasted in the *Lunacy Act* 1898. Section 102 of that Act referred to persons who were of "unsound mind and incapable of managing their affairs". Section 103 referred to those who were "through mental infirmity arising from disease or age incapable of managing their affairs". There was thus a clear distinction between those who were insane and incapable and those who were simply incapable. The cause of the incapacity—"through disease or age"—could scarcely have been described in more general terms. The distinction was thus clearly between insanity on the one hand, and causes not being insanity, bringing about the incapacity, on the other hand. In the new Act the only distinction is between persons "mentally ill and incapable" and persons "through mental infirmity arising from disease or age incapable". It seems, therefore, that the distinction is between "mental illness" and "mental infirmity". This is a far departure from the forthright difference between sanity and insanity. In the days before it was considered proper to omit Latin from the school curriculum, LORD COKE described the state of those on whose behalf the court would intervene as *non compos mentis*, which he stated was the most legal term to be used in that connection. It would seem a great pity to have to adopt more nebulous phraseology in order to allay fears or lessen prejudices.

The need for definite and explicit terms will be felt when it becomes necessary to seek the intervention of the court of another country on behalf of someone who has been declared by the Supreme Court of New South Wales to be "mentally ill" in the specific sense in which the new Act uses the term. The foreign court may require an explicit finding of the existence of a mental state coming with Coke's "most legal" definition or description.

Administration

The purpose of the new Act is obviously to bring the law affecting mental hospitals into line with what is found to be most convenient and desirable from the point of view of the administration of mental hospitals and the care of the mentally ill. It is evidently intended that admissions to the mental hospitals shall be by means of Admission Centres, which take the place of the Reception House referred to in earlier legislation. Entrance to an Admission Centre can be secured in various ways—(a) by

any person who has a medical certificate stating that he is a mentally ill person; (b) by any person who asks in writing to be admitted and detained; (c) upon a similar request signed by a relative or friend.

Evidence of mentally ill

In all these cases there is presumably no unwillingness on the part of the person to be admitted and detained. Should any compulsion be required it may be exercised under the order of a Justice of the Peace, based on sworn evidence that the witness believes the person to be mentally ill, and without sufficient support, or wandering at large, or discovered committing some offence against the law, or in circumstances leading to suspicion that he is about so to do. When in such circumstances the person is brought by a member of the police force the evidence on oath and the order of the Justice are dispensed with.

Examination

The Superintendent or Medical Officer of the Admission Centre, besides examining the person is required to have him examined by two medical practitioners, separately and apart from each other. If they agree that he does *not* need detention and care he is to be discharged. If only one of the two thinks so, the Superintendent is to have the person examined by another medical practitioner.

Not under proper control or ill treatment

A more delicate situation arises when it is believed that some mentally ill person is not under proper control or is cruelly treated or cruelly neglected by any person having or assuming the care and charge of him. When this belief is held it is the duty of any policeman or welfare officer (and any other person may do so) to inform a Justice of the Peace on oath. The Justice may then personally visit, or authorize a doctor to visit and report in writing. If thus satisfied as to the facts he may authorize a member of the police force to take the person to the nearest Admission Centre. Here he is to be examined by two medical practitioners separately and apart from each other. If they recommend further treatment the person is brought before a stipendiary magistrate, after due notice is given to the nearest known relative or friend. The magistrate may direct detention for a further period of six months, or he may discharge the person to the care of a relative or friend.

Continued treatment patient

Up to this point the term "temporary patient" is employed to describe the person being detained. If further treatment is considered necessary a reclassification must be made, and he becomes known as a "continued treatment

patient". This reclassification can be made by a Mental Health Tribunal, which is a body created by the new Act. It consists of a psychiatrist, a medical practitioner, and either a barrister or solicitor. The Tribunal may prolong the "temporary patient" classification for a period of three months; or may discharge the patient; or may classify him as a "continued treatment patient"; after which he may be detained indefinitely.

Discharge

The discharge of a patient may come about in various ways: (1) by the decision of the Superintendent to discharge him either absolutely or subject to an undertaking by a relative or friend to care for him, or (2) by a direction given by the Mental Health Tribunal, or by the Director of the State Psychiatric Services, or by a Judge of the Supreme Court in the Protective Jurisdiction, or by a Stipendiary Magistrate, or by Official Visitors.

Consolidation of Acts

The new Act is a consolidating statute, and replaces no less than seven amending Acts. The first of these was in 1934, and for the first time gave formal recognition of the fact of voluntary patients being in the mental hospitals. These patients were people who went to the mental hospitals merely because they needed help. When they became very numerous it was considered proper to give legislative sanction to a practice which began as a piece of necessary, though irregular, social service. There were further amending Acts in 1944, 1945, 1946, 1952 and 1955. The later legislation was consequent on the discoveries of medical science and gave legality to some treatments, such as leucotomy, electro convulsive therapy, electric narcosis therapy, insulin shock, in which the consent of the patient was necessary, if he were competent to give it. Even if no consent is given the Act affords some protection for those administering the treatment *in invitum*.

Inherent jurisdiction

The absence of any amendment of the Act as to matters dealt with in the court might be regarded as an indication of absence of progress. In fact it is more appropriately to be regarded as the result of a degree of elasticity, which is also a reminder of the inherent jurisdiction which the court still administers until it is ousted by legislation. That this inherent jurisdiction is available to help in solving the day to day problems of administering estates has been ensured by three most valuable sections which are among those re-enacted by the new Act. Section 59 (old s. 124) permits the Master, who directly administers the estates of patients, to assume the status of a committee appointed

Australian Conveyancer and Solicitors Journal, September, 1959.

by the court, and to apply to the court for directions. If benefit to a patient's estate will clearly flow from any action not provided for in any legislation it may be ordered by the court. Two other sections, 62 and 66 (formerly 127 and 131) expressly provide for the Master to seek the court's guidance when he considers it advisable so to do, or when relatives or friends so desire.

Those sections of the Act which are taken without alteration, except as to nomenclature and numbering, from the *Lunacy Act* 1898, make ample provision for meeting a great variety of problems. The court's attitude has been repeatedly stated to be that action will be taken in consideration of the best interests of the mentally ill (*Re Sefton*, [1898] 2 Ch. 378). The court has not hesitated to lay down rules of practice by statement from the Bench, as when MR. JUSTICE A. H. SIMPSON stated that relatives would be sufficiently served by the giving of a notice, instead of serving copies of proceedings on all (*Re M.A.L.* (1916), 33 W.N. (N.S.W.) 95). MR. JUSTICE MYERS has stated that service on the respondent of a copy of a petition and supporting evidence in an application under s. 38 (old s. 102) was not to be effected by the petitioner. He pointed out that such method of service was not prohibited by the Act or Rules of Court, but was undesirable and should not be adopted.

The new Act, in common with the one it replaces, should be read whilst keeping in mind that different classes of people have been provided for, without much care having been taken to avoid confusion as to which provisions apply to which group: thus, the main distinction between the classes is that between Persons, as to whom the court has made orders, and Patients, whose affairs are to be managed directly by the Master. Nevertheless, the Act includes provisions relating to each class and not the other in a single section, s. 52 (old s. 116) without even a full stop to separate them. The section is quite clear if it is read watchfully. But why make it hard?

NEW COST RULES IN VICTORIA

Probate, Letters of Administration and Reseal

New Rule 37 (R.S.C. Ch. III, Pt. 1) came into operation 15 July, 1959 (Gazette No. 62).

"37. (1) The charges which may be paid and allowed out of the estate of a deceased person for professional services rendered by any barrister and solicitor shall where no contention has arisen be as follows:—

Where the Property Left does not Exceed	For the Obtaining of a Grant of Probate of a Will or the Resealing in Victoria of a Probate Granted in another State or Country	For the Obtaining of Letters of Administration or the Resealing in Victoria of Letters of Administration Granted in another State or Country.
£	£ s. d.	£ s. d.
800	8 0 0	11 0 0
900	9 0 0	12 0 0
1,000	10 0 0	13 0 0
1,100	11 0 0	15 0 0
1,200	12 0 0	16 0 0
1,300	13 0 0	17 0 0
1,400	14 0 0	18 0 0
1,500	15 0 0	19 0 0
1,600	15 10 0	19 10 0
1,700	16 0 0	20 0 0
1,800	16 10 0	20 10 0
1,900	17 0 0	21 0 0
2,000	17 10 0	21 10 0
2,500	20 0 0	24 0 0
3,000	22 10 0	27 10 0
3,500	25 0 0	30 0 0
4,000	27 10 0	32 10 0
4,500	30 0 0	35 0 0
5,000	32 10 0	37 10 0
6,000	35 0 0	40 0 0
7,000	37 10 0	42 10 0
8,000	40 0 0	45 0 0
9,000	42 10 0	47 10 0
10,000	45 0 0	50 0 0
20,000	57 10 0	62 10 0
30,000	70 0 0	75 0 0
Where the property left exceeds £30,000.	70 0 0 plus 10s. for every £1,000 or part thereof by which the property exceeds £30,000.	75 0 0 plus 10s. for every £1,000 or part thereof by which the property exceeds £30,000.

(2) Subject to the next two succeeding sub-rules and Rules 38 and 39 of this Part the said charges shall in no case exceed £200.

(3) If the Probate or Letters of Administration are obtained by a barrister and solicitor who has no office within 15 miles of the office of the Registrar of Probates and who employs a barrister and solicitor as his agent to obtain such Probate or Letters of Administration the following additional charge may be made:—

	£	s.	d.
where the property left does not exceed £800	1	11	6
where the property left exceeds £800 but does not exceed £3,000	3	3	0
where the property left exceeds £3,000 ..	4	4	0

(4) The aforesaid charges do not include the cost of necessary advertising or fees necessarily paid or the cost of preparing and passing the statement for duty or the payment of duty nor do they include the cost of engrossing or copying any will to an extent beyond five folios.

(5) The amendment made by the last preceding sub-rules shall apply only in respect of persons who have died on or after the 1st day of July 1959 and the provisions of Rule 37 as in force immediately before the coming into operation of this Rule shall continue to have the same operation and effect as it would have had if this Rule had not been made in substitution therefor."

LEGISLATIVE CHANGES

New South Wales

District Courts Act 1912-1957

Scale of fees — Second Schedule Part 1 — amended Gazette 1959, No. 94, p. 2529.
Fees to Solicitors—judgment upon default summons —amended Gazette 1959, No. 100, p. 2698.

Jury Act 1912 (as amended)

Supreme Court and Courts of Quarter Sessions—new scale of allowances to jurors, Gazette 1959, No. 94, p. 2539.

Parliamentary Electorates and Elections Act 1959, No. 1 —Assented to, 21 August 1959, Gazette 1959, No. 94, p. 543.

Victoria

Rules of Supreme Court —

Appeals to Full Court—Order LVIII, new Rules 3 and 11A and amendments to Rule 11, Gazette 1959, No. 75, p. 2536.

County Court Fees —

Amended Gazette 1959, No. 77 (26.8.59), p. 2633.

Supreme Court Office Fees Regulations —

Amended Gazette 1959, No. 77 (26.8.59), p. 2631.

Queensland

Offenders Probation and Parole Act of 1959 —

Came into operation on 14 September 1959, Gazette 1959, No. 133 (22.8.59), p. 2347.

Offenders Probation and Parole Regulations —

Published Gazette 1959, No. 133 (22.8.59), p. 2347.

South Australia

Application of Revenue Act, No. 4 of 1959 —

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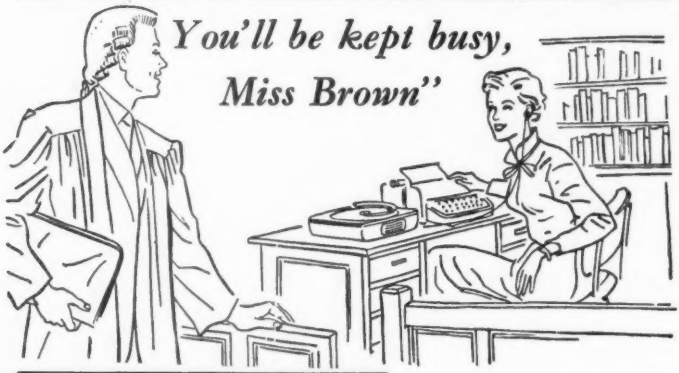

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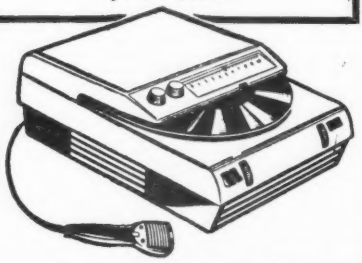

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